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**IN THE UNITED STATES BANKRUPTCY COURT**

**DISTRICT OF NEVADA**

In re  
CASH CLOUD, INC. dba COIN CLOUD,  
Debtor.

Case No.: 23-10423-mkn  
Chapter 11

**OBJECTION TO CURE  
AMOUNT PROPOSED BY  
DEBTOR FOR  
ASSUMPTION OF MASTER  
AGREEMENT DATED  
NOVEMBER 20, 2020, WITH  
UNITED NATURAL  
FOODS, INC.**

United Natural Foods, Inc. (“UNFI”) submits the following objection to the cure amount proposed by the debtor herein, Cash Cloud, Inc. (“Debtor”) for assumption of that certain Master Agreement dated November 20, 2020, between the Debtor, on the one hand, and UNFI and certain UNFI entities on the other (the “Master Agreement”). The Master Agreement governs the placement by the Debtor of digital currency kiosks on the premises

of various UNFI retailers and requires payment of compensation to both UNFI and such retailers for use of those premises and for marketing by UNFI of the Debtor's kiosks to its retailers.

Prior to its bankruptcy filing, the Debtor failed to make payments required by the Master Agreement and this failure continued from January 1, 2023, through and including February 7, 2023. After its bankruptcy filing the Debtor resumed making payments under the Master Agreement and now proposes to assume the Master Agreement in connection with sales of its businesses. The cure amount proposed by the Debtor (see schedule attached to ECF No. 658) is \$191,000, or the amount due under the Master Agreement for a four-week period. However, the actual period of non-payment is actually five weeks, yielding an amount necessary to cure the default of \$234,025.30.

Attached hereto as Exhibit A is a payment summary prepared on behalf of the Debtor and provided to UNFI in the ordinary course of business showing that the Debtor computed the amount owed for the period of default to be \$234,025.30. Assumption of the Master Agreement should therefore not be permitted unless a cure payment in the amount of \$234,025.30 is made to UNFI by or on behalf of the Debtor.

WHEREFORE, UNFI requests that assumption of the Master Agreement be denied unless a cure payment in the amount of \$234,025.30 is made by or on behalf of the Debtor to UNFI and that it be awarded such other and further relief as may seem appropriate under

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the circumstances of this case.

DATED this 22<sup>nd</sup> day of June 2023.

By: /s/Lew Brandon, Jr.  
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